



MEMORANDUM OF UNDERSTANDING



between

**Sudan University of Science and Technology-
Department of Leather Engineering and
Technological Leather Industry Incubator
(SUST/DLE&TLII)**

and

**COMESA – Leather and Leather Products Institute
(COMESA/LLPI)**

in connection with

**Establishing Collaborative Activities for the
Development of Leather Industry in the COMESA Region
in general and in Sudan in particular**

September 2014

Handwritten signature and date
25/09

M.1 THE MEMORANDUM OF UNDERSTANDING (MoU)

- M.1.1. THIS Memorandum of Understanding (MoU) made and entered into on this - 25th day of September, Two thousand and fourteen between Sudan University of Science and Technology - Department of Leather Engineering and Technological Leather Industry Incubator (SUST/DLE&TLII), having its registered office at Khartoum North, Industrial Area, Elingaz-Road, Sudan (hereinafter called SUST/DLE&TLII) which expression shall where the context so admits include its successors and permitted assignees on the one part.

AND

- M.1.2 Common Market for Eastern and Southern Africa (COMESA) – Leather and Leather Products Institute (LLPI), having its registered office at P.O. Box.2538, Code No.1110, Addis Ababa, Ethiopia (hereinafter called COMESA/LLPI) which expression shall, where the context so admits, include its successors and permitted assignees on the other part.

M.2 PREAMBLE

- M.2.1 WHEREAS the Common Market for Eastern and Southern Africa (COMESA) - Leather and Leather Products Institute (LLPI) (hereinafter called COMESA/LLPI) works with objectives to support and develop the leather industries of the COMESA regions.
- M.2.2 WHEREAS the Sudan University of Science and Technology-Department of Leather Engineering and Technological Leather Industry Incubator (hereinafter called SUST/DLE&TLII), is working to address the challenges of the leather sector in the Sudan.
- M.2.3 WHEREAS both SUST/DLE&TLII and COMESA/LLPI are convinced of the mutual benefits of undertaking collaborative activities between the two organizations for the benefit of Leather Sector in the Sudan (hereinafter called ACTIVITY).
- M.2.4 WHEREAS both SUST/DLE&TLII and COMESA/LLPI have agreed in this connection to enter into this umbrella MoU to record the mutual intention of extending mutual cooperation with each other towards undertaking specific collaborative activities at a later date, depending upon the requirements as and when the need arises, as per the mutually agreed terms and conditions in terms of separate Agreement to be signed by both the parties.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

M.3 SCOPE OF THE MoU

- M.3.1 This umbrella MoU details the rights and obligations of the Parties hereto, pertaining to the ACTIVITY.

- M.3.2 The MoU envisions that the Parties will work together to develop the mechanisms and to undertake activities jointly, that will promote and sustain the value adding activities along the leather value chain, in Sudan in general and in Khartoum State in particular. The MoU shall serve as the basis for the various cooperative activities in the leather sector that encompass but not limited to training, research, consultancy service, artisans/SMEs and Clusters capacity building.

M.4 DEFINITIONS/ACRONYMS

- M.4.1 "SUST/DLE&TLII" means Sudan University of Science and Technology-Department of Leather Engineering and Technological Leather Industry Incubator
- M.4.2 "COMESA/LLPI" means the Common Market for Eastern and Southern Africa – Leather and Leather Products Institute
- M.4.3 "COMESA Member States" are Burundi, Comoros, D.R. Congo, Djibouti, Egypt, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Sudan, Swaziland, Uganda, Zambia and Zimbabwe
- M.4.4 "IP" means Intellectual Property
- M.4.5 "MoU" means Memorandum of Understanding
- M.4.6 "Party" or "Parties" refer to the SUST/DLE&TLII and/or COMESA/LLPI and other institutions that mutually agreed to by both parties

M.5 GENERAL RESPONSIBILITIES OF COMESA/LLPI & SUST/DLE&TLII and AREAS OF COOPERATION

- M.5.1 SUST/DLE&TLII and COMESA/LLPI agree to cooperate with each other through their appropriate organs with respect to all matters of common interest that arise in the fields of leather and leather products in general.
- M.5.2 COMESA/LLPI shall give due consideration to SUST/DLE&TLII requests for technical support for the goals and objectives of SUST/DLE&TLII in the development of lather sector in the Sudan through Teaching, Research and providing Incubator service to Artisans/SMEs working in footwear and leather goods
- M.5.3 SUST/DLE&TLII and COMESA/LLPI shall prepare feasible projects, programmes and activities, jointly, for sustained development of the leather sector in the Sudan in general and the artisans/SME& Clusters in particular.
- M.5.4 SUST/DLE&TLII and COMESA/LLPI will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs and development of Artisans/SMEs-Clusters, preferably with written protocols and agreements.
- M.5.5 SUST/DLE&TLII and COMESA/LLPI will give due consideration to consultancy and extension services in the leather sector and other cross-cutting issues. The Basis of each consultancy will be determined according to the specific required activity.

- M.5.6 SUST/DLE&TLII and COMESA/LLPI will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities for the purpose of Capacity Building and/or Consultancy in the following fields:
- a. Leather sector market information
 - b. Human resource
 - c. New and indigenous technology
 - d. Any other areas of interest to the leather sector
- M.5.7 SUST/DLE&TLII and COMESA/LLPI shall engage in consultations with a view to selecting the best means of ensuring that their activities in matters of common interest are fully effective.
- M.5.8 SUST/DLE&TLII and COMESA/LLPI may, in appropriate cases, agree to convene under their auspices, according to arrangements to be made in each particular case, joint meetings concerning matters of mutual interest. The manner in which, measures proposed by such joint meetings may be put into effect will be determined by the two Parties.
- M.5.9 In appropriate cases, meetings convened by either SUST/DLE&TLII or COMESA/LLPI may call for the cooperation and participation of the other Party.
- M.5.10 SUST/DLE&TLII and COMESA/LLPI may, through special arrangements, decide upon joint action with a view to attaining objects of common interest. These arrangements shall define the ways and means in which each of the two parties shall participate in this action and shall specify the financial commitment, if any, that each is to assume.
- M.5.11 SUST/DLE&TLII and COMESA/LLPI, when they consider it desirable, shall set up joint commissions, committees or other bodies, on conditions to be mutually agreed in each case, to advise them on matters of common interest. Joint studies may be undertaken by SUST/DLE&TLII and COMESA/LLPI, and joint programmes and projects established and implemented between them.
- M.5.12 SUST/DLE&TLII and COMESA/LLPI will concert their efforts to obtain the best use of leather sector data and information and to ensure the most effective utilization of their resources in the collection, collating, analysis, publication and dissemination of such information.
- M.5.13 SUST/DLE&TLII and COMESA/LLPI, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Parties.
- M.5.14 SUST/DLE&TLII and COMESA/LLPI, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.15 SUST/DLE&TLII and COMESA/LLPI, through their designated officials, may make such supplementary administrative arrangements for the implementation of this Agreement as may appear desirable in the light of experience.

- M.5.16 SUST/DLE&TLII and COMESA/LLPI shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU.

M.6 RESPONSIBILITIES OF SUST/DLE&TLII

- M.6.1 SUST/DLE&TLII shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.
- M.6.2 SUST/DLE&TLII shall maintain database of information, records and activities related to the objectives of this MoU.
- M.6.3 SUST/DLE&TLII shall provide required support to COMESA/LLPI for successful implementation of joint projects, programmes and activities for sustained sectoral development.
- M.6.4 SUST/DLE&TLII shall support such initiatives by COMESA/LLPI by way of provision of necessary information / data etc.

M.7 RESPONSIBILITIES OF COMESA/LLPI

- M.7.1 COMESA/LLPI shall endeavor to build capacity for African countries at various levels within the leather value chain.
- M.7.2 COMESA/LLPI shall provide required support to SUST/DLE&TLII for successful implementation of joint projects, programmes and activities for sustained leather sector development in Sudan.
- M.7.3 COMESA/LLPI shall coordinate meetings, document activities and maintain database of information and activities jointly undertaken in Sudan.
- M.7.4 COMESA/LLPI shall enhance its mandated leather sector development activities in the COMESA Region in general and in Sudan in particular that encompass:
- Human Resources Development
Eg. Capacity Building
 - Investment and Trade Promotion
Eg. Intra and Inter Regional Trade
 - Material and Technological Research and Development
Eg. Enhancement of SMEs and Promotion of Sustainable Projects
 - Consultancy and Extension
Eg. Technology Transfer in the Region
 - Information Collection and Dissemination
Eg. Market and trade information in the leather sector
 - Regional Integration, Gender Parity and other Cross-Cutting Issues.
- M.7.5 COMESA/LLPI shall promote, provide, initiate, coordinate, organize, prepare and implement identified activities for the benefit of the member States in the Region in general and in Sudan in particular.

- M.7.6 COMESA/LLPI shall solicit funding support from regional and international bodies for carrying out actionable programs for the development of the leather and leather products sector in COMESA member countries in general and in Sudan in particular.

M.8 EFFECTIVE DATE, DURATION AND TERMINATION OF MoU

- M.8.1 The MoU shall be effective for three years from the date of its signing (hereinafter called EFFECTIVE DATE).
- M.8.2 The period of completion of ACTIVITY can however be extended to such further periods as may be required as well as mutually agreed to, without any additional obligation on both sides.
- M.8.3 During the tenure of the Agreement, the Parties hereto can terminate the Agreement for breach of any of the clause of the Agreement by giving one-month notice in writing to the defaulting Party. Failure of either Party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement

M.9 INTELLECTUAL PROPERTY

- M.9.1 No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property are granted or transferred under this MoU. No IP is envisaged to be generated under this MoU. However, in the event of generation of any IP from this MoU or under the branched out activities of this MoU, the rights of the IP shall be shared by COMESA/LLPI and SUST/DLE&TLII jointly. The sharing of IP shall be governed by a separate MoU.
- M.9.2 Any publication emerging from the activities covered under this MoU shall be made jointly by COMESA/LLPI and SUST/DLE&TLII and shall bear the names of the authors who contributed to the same from both sides.

M.10 FUND

- M.10.1 This MoU shall not be used to obligate or commit funds. As the need may arise, specific work statements and details of support to be furnished by each of the Parties to this MoU, will be developed separately from this MoU in specific agreements or contracts, subject to the availability of funds. No proposal or contract, purporting to commit either Party to perform any work, shall be binding upon that Party without the expressed written approval of Parties who are duly authorized to issue such agreements and contracts.

M.11 DISPUTE SETTLEMENT

- M.11.1 The Parties shall attempt in good faith to resolve any controversy or dispute arising out of or relating to this MoU or the scope, breach, termination or validity thereof.

M.12 ASSIGNMENT OF THE MoU

- M.12.1 Neither Party shall assign any of its rights and obligations under this MoU without the prior consent of the other Party.

M.13 AMENDMENTS TO THE MoU

- M.13.1 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of the MoU. The modification shall be effective from the date on which they are made/executed, unless otherwise agreed to.

SEAL OF PARTIES

In witness hereof the Parties hereto have signed this MoU on the date, month and year mentioned herein under.

For and on behalf of
SUST/DLE&TLU

Signature

Name: Prof. Hashim Ali Salim

Designation: Vice Chancellor

Seal



For and on behalf of
COMESA/LLPI

Signature

Name: Dr. Mwinyikione Mwinyihija

Designation: Executive Director,
COMESA/LLPI

Seal

Witnesses(Name & Address)

1. Dr. Musaab Hassan
Director of External
Relations, SUST

2. ELsunnū Hamid Krahīm
Manager of the L/R Incubator
LLPI

Date: 27/10/2014

Witnesses (Name & Address)

1. Prof. Mekonnen Hailemariam
COMESA/LLPI
LLPI

2. Tigist Hailegorgis
COMESA/LLPI
LLPI

Date:

25/09